hands of the Alien Property Custodian. *Held,* that so much of claim as accrued subsequent to the passage of the act cannot be allowed. *Springer* v. *Garvan,* 276 Fed. 595.

An early writer on international law intimated that the declaration of war put an end to all agreements between subjects of enemy states. GROTIUS, DE JURE BELLI ET PACIS, III, ch. 23, ¶ 5. *Dictum* of Kent is to the same effect. *Griswold v. Waddington* (N. Y.), 16 Johns. 438. Judge Story used language equally broad. *The Julia,* 8 Cr. 194. The cases, however, have not supported such opinions. *Kershaw* v. *Kelsey,* 100 Mass. 561 (President's proclamation during Civil War which forbade "commercial intercourse" with the enemy, not violated by a lease of Mississippi lands). But contracts involving commercial intercourse or communication with the enemy are made illegal by the mere operation of the laws of war. *The Hoop,* 1 C. Rob. 196; *The Rapid,* 8 Cr. 155. Contracts of necessity, founded on a state of war, are the only exceptions. *Antoine* v. *Morshead,* 6 Taunton 237; 1 HALLECK'S INT. LAW (Ed. 4), 582, 583. The act in the principal case was broader than the proclamation in *Kershaw* v. *Kelsey, supra,* and the result reached was clearly proper. See also *Williams* v. *Paine,* 169 U. S. 55, and *In re Will of Kielsmark,* 188 Iowa 1378.

NEGLIGENCE—FACT THAT DRIVER OF DEFENDANT'S CAR DID NOT HAVE AN OPERATOR'S LICENSE IS NOT CONCLUSIVE.—Statute required the driver of any vehicle to have an operator's license, under pain of fine, unless driver was sixteen or over and accompanied by a person with such license. The defendant was being driven in his automobile by a fifteen-year-old employee when the car collided with the plaintiff's intestate and killed him. Verdict for the defendant. The plaintiff excepted, claiming that an automobile operated on the highway by an unlicensed driver is a trespasser and a nuisance and that the owner is liable for injuries caused by it, irrespective of the absence of negligence in its operation or the presence of contributory negligence. The exception was overruled on the ground that the breach of the statute was material only to the extent that it as a fact was the proximate cause of the injury. *Black* v. *Hunt* (Conn., 1921), 115 Atl. 429.

In giving its decision the court says: "In doing an unlawful act a person does not necessarily put himself out of the protection of the law. He is not barred of redress for an injury suffered by himself nor liable for an injury suffered by another merely because he is a lawbreaker." The court distinguishes the Massachusetts cases cited in support of the rule contended for from the instant case. In Massachusetts itself, perhaps because of the strong criticism by the other courts, the rule advocated by the plaintiff has been restricted in its application to cases involving the operation of unlicensed vehicles and has not been followed in unlicensed operator decisions. *Bourne* v. *Whitman,* 209 Mass. 155; *Polmatier* v. *Newbury,* 231 Mass. 307. So it is generally held, in the absence of express statutory language to the contrary, that the failure to have an operator's license is not conclusive of negligence.

Moore v. *Hart,* 171 Ky. 725; *Southern Ry.* v. *Vaughan's Admr.,* 118 Va. 692; *Hersman* v. *Roane County Court,* 86 W. Va. 96. Outside of Massachusetts it is almost universally held that the fact that the car of one of the parties was not licensed does not bar recovery or defense on the merits. *Armstead* v. *Lounsberry,* 129 Minn. 34; *Moore* v. *Hart, supra; Southern Ry.* v. *Vaughan, supra; Hersman* v. *Roane County Court, supra.* In *Broschart* v. *Tuttle,* 59 Conn. 1, the court clearly points out the error in the Massachusetts Sunday law rulings which are the basis of the anomalous Bay State license rule, when it says: "The fallacy of the Massachusetts rule consists in assuming that a mere concurrence of the illegal act in the point of time is to be treated as a concurring cause of the injury, which it is not, but rather a condition or incident merely." The principal case does not fail to observe this distinction.

PARTNERSHIP—GUARANTY OF BONDS BY A PARTNER—BURDEN OF PROOF.—A salesman of the firm of Farson, Son and Co., who carried on the business of dealing in stocks and bonds, sold five $1000 bonds of the Eden Irrigation and Land Company to the plaintiff, Parnall. The bonds were delivered March 9, 1909. The salesman had been authorized by John Farson, Sr., to state that the bonds would be guaranteed by Farson, Son and Co. When the bonds were delivered to Parnall there was attached to each bond a written guaranty of Farson, Son and Co. of "prompt payment of both principal and interest." The firm had also issued a circular in which they "unconditionally guaranteed" the bonds. The plaintiff paid ninety-eight cents on the dollar and accrued interest for the guaranteed bonds. Bonds without the guaranty were offered at a considerably lower figure. Plaintiff had dealt with the firm before and knew them to be financially responsible. The defendant firm were owners of the bonds, having purchased the entire issue from the Eden Company. The cashier of the firm was the secretary and treasurer of the Eden Company. John Farson, Sr., died in January, 1910, and the business was continued under the same firm name by his two sons. On December 31, 1912, Farson, Son and Co. notified the plaintiff that the Eden Company had no funds to pay maturing interest and principal. Thereupon plaintiff demanded payment from the firm on their guaranty. The firm then requested the plaintiff to forward to them the coupons together with the guaranty. After examination of the guaranty the firm paid the coupons due January 1, 1913, and returned the guaranty. Farson, Son and Co. continued to pay the coupons till October 4, 1916. Since that time none have been paid. *Held:* (1) John Farson, Sr., had actual authority to give the guaranty in the firm name. (2) John Farson, Jr., ratified the act of guaranty by payment of the coupons "with exact knowledge of the contents, tenor, and effect of the written guaranties." (3) It was not error to admit "testimony showing that the defendant had paid three-fifths of all the bonds issued." *Parnall* v. *Farson* (N. Y., 1922), 192 N. Y. Supp. 20.

The decision is so manifestly correct as to the first two points that it is somewhat surprising to know that there has been a long drawn out litigation of the matter, the end of which is not yet, as application has been